



## Rainy Lake Market Vendor Contract – 2023 Season

# RAINY LAKE SQUARE

Business Name: \_\_\_\_\_

Type of product(s) to be sold: \_\_\_\_\_

Will you require access to electricity?  YES  NO Will you require a table?  YES  NO

Will you require access to a water tap?  YES  NO Will you require a tent?  YES  NO

*\*Please note that access to these items may not be guaranteed\**

Address: \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Email: \_\_\_\_\_

### I AGREE TO THE FOLLOWING TERMS FOR VENDING AT THE RAINY LAKE MARKET:

- Market hours are 10:00am until 2:00 pm. Vendors must be set up and ready to sell prior to 10:00am and must remain set-up and on site until the conclusion of the market at 2:00 pm.
- If a vendor “sells out” prior to 2:00pm (meaning a minimum of 75% of goods sold), they may be permitted to leave early at the discretion of the market coordinator; however, vendors will be encouraged to bring adequate products to remain onsite until 2:00 pm.
- The vendor must dismantle their vending station by no later than **4:00 p.m.** on Thursdays (**unless vendor holds a *Town of Fort Frances Travelling Peddler License***).
- The vendor must be a maker, artist, grower, farmer, service provider, curator of quality goods, or artisan who sells their own brand, creations, or hand-made/grown items. **Please note that MLM businesses and direct sales companies will not be permitted.**
- If a vendor is preparing food on site or selling prepared food on site, the vendor **must** have all required certification from the Northwestern Health Unit and must present certification to the market coordinator.
- The vendor is responsible for clean-up of its vending station area and **must** leave the area as was found at time of set-up. Clean-up includes, but is not limited to: garbage, spills, and return of borrowed market property (tents and tables) to the Rainy Lake Market Square Trailor.
- While the **Rainy Lake Market Square (Town of Fort Frances)** will do its best to ensure Market Thursdays are primarily vendor driven events, it is understood that **some weeks may include community involvement.** (ie: BBQs, programs, concerts etc.) The market coordinator will strive to make vendors aware of when these events are happening. If a vendor does not wish to set up during a community involvement day, **they can opt out, with no penalty**, by letting the market coordinator know at least one week in advance.
- Rainy Lake Market Square (Town of Fort Frances) is not liable for broken, damaged or stolen products.

*Thank you for being part of the Rainy Lake Market!*



- Rainy Lake Market Square (Town of Fort Frances) **does not tolerate any aggressive behavior, verbal abuse, or harassment** towards staff, fellow vendors, customers or visitors. If it becomes a reoccurring issue a written notice may be issued. Inappropriate action may result being asked to immediately leave or being barred from returning to the Market.
- All vendors must obtain a **Town of Fort Frances Business Licence** to participate in Market Thursdays.
- Vendors **must comply with safety guidelines** put in place by the Rainy Lake Market Square (Town of Fort Frances).

#### **TABLES/TENTS:**

Vendors who wish to borrow one (1) of ten (10) Rainy Lake Market tables and/or one of Rainy Lake Market 10x10 canopy tents must:

- Be present at market set up time **between 9:00 a.m. and 10:00 a.m.**
- Return tables/tents to Rainy Lake Market/Museum staff no later than **4:00 p.m.** on market day.

#### **INSURANCE REQUIREMENTS:**

##### **All Risks Property Insurance**

All risks (including sewer damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the vendor or for which the vendor is legally responsible, and which is located on or about the Demised Premises, including, without limitation, anything in the nature of a leasehold improvement.

##### **Commercial General Liability Insurance**

The Vendor shall, at their expense obtain and keep in force during the term of the contract, Commercial General Liability Insurance satisfactory to the Municipality and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$2,000,000
- (b) Add The Town of Fort Frances as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Hostile fire
- (i) The policy shall provide 30 days prior notice of cancellation

*Thank you for being part of the Rainy Lake Market!*

259 Scott St.  
Fort Frances, ON, P9A 1G8



P: (807) 274-7891  
E: museum@fortfrances.ca

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**Market Dates Requested:**

May 25       June 1       June 8       June 15       June 22   
June 29       July 6       July 13       July 20       July 27   
August 3       August 10       August 17       August 24       August 31   
September 7       September 14       September 21       September 28

Spot 1       Spot 2       Spot 3       Spot 4       Spot 5       Spot 6   
Spot 7       Spot 8       Spot 9       Spot 10       Spot 11       Spot 12   
Spot 13       Spot 14       Spot 15       Spot 16       Spot 17       Spot 18   
Spot 19       Spot 20       Spot 21       Spot 22       Spot 23       Spot 24   
Spot 25       Spot 26       Spot 27       No preference

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**Preferred Table Location\*:** (Select top 2-3 choices – You may request more than one table/spot per market)

**\*Please note that table locations will be issued on a first-come, first-served basis and we may not always be able to accommodate your preferences.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Market/Museum Staff Witness Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Thank you for being part of the Rainy Lake Market!*